

## INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT, (this “Installment Sale Agreement”), dated as of March 1, 2021, is by and between the County of Contra Costa, a political subdivision organized and existing under by virtue of the laws of the State of California (the “County”), and the Contra Costa County Fire Protection District (the “District”), a fire protection district organized and existing under, and by virtue of the laws, of the State of California.

### WITNESSETH:

**WHEREAS**, the District presently owns and operates certain facilities and property for the local provision of fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property within the service area of the District;

**WHEREAS**, the District wishes at this time to finance the costs of the construction and the acquisition of certain fire stations (the “Project”);

**WHEREAS**, the County Board of Supervisors approved the issuance of the Contra Costa County Public Finance Authority’s Lease Revenue Bonds (Capital Projects and Refunding), 2021 Series A (the “Lease Revenue Bonds”), a portion of the proceeds of which will be used to construct the Project subject to certain repayment conditions;

**WHEREAS**, the District and the County are entering into this Installment Sale Agreement, pursuant to which the County will provide funds to construct the Project and upon construction of the Project, the County will sell the Project to the District in consideration of the payment by the District of installments of principal and interest as set forth in Exhibit A to this Installment Sale Agreement (the “Installment Payments”); and

**NOW, THEREFORE**, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1. Definitions.** All capitalized terms used in this Section 1.1 shall for all purposes of this Installment Sale Agreement have the meanings herein specified or as hereinafter defined.

“Closing Date” means the date the County deposits the funds necessary to construct the Project with the District pursuant to Section 3.2.

“Event of Default” means any of the events of default as defined in Section 5.1.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Installment Sale Agreement” means this Installment Sale Agreement, dated as of March 1, 2021, between the County and the District.

“Installment Payment Date” means the date on which each Installment Payment is due and payable, commencing [June 1, 2021] and continuing to and including the date on which the Installment Payments have been paid in full.

“Installment Payments” means all payments required to be paid by the District on any date pursuant to Section 3.6, including any prepayment thereof pursuant to Section 6.2 or 6.3.

“Project” means the facilities and improvements described in Exhibit B attached hereto and by this reference incorporated herein.

[“Project Fund” means the fund established for the construction and acquisition of the Project, as such fund is described in Section 3.2.]

“Revenues” means all income, receipts and revenues of the District of any kind, including, without limitation, any property tax revenues, license revenues and any other revenues of the District.

“Tax Code” means the Internal Revenue Code of 1986. Any reference herein to a provision of the Tax Code shall include all applicable temporary and permanent regulations promulgated under the Tax Code.

“Term of this Installment Sale Agreement” or “Term” means the time during which this Installment Sale Agreement is in effect, as provided in Section 3.3.

**SECTION 1.2. Exhibits.** The following Exhibits are attached to, and by reference made a part of, this Installment Sale Agreement:

Exhibit A: Schedule of Installment Payments to be paid by the District hereunder, showing the date and amount of each such Installment Payment.

Exhibit B: The description of the Project.

## **ARTICLE II**

### **REPRESENTATIONS, COVENANTS AND WARRANTIES**

**SECTION 2.1. Representations, Covenants and Warranties of the District.** The District represents, covenants and warrants to the County as follows:

(a) Due Organization and Existence. The District is a fire protection district organized and existing under and by virtue of Division 12, commencing with Section 13800 of Health and Safety Code of the State of California.

(b) Authorization. The laws of the State of California authorize the District to enter into this Installment Sale Agreement and to enter into the transactions contemplated hereby and thereby, and to carry out its obligations under this Installment Sale Agreement and the Board of Directors of the District has duly authorized the execution and delivery of this Installment Sale Agreement.

(c) No Violations. Neither the execution and delivery of this Installment Sale Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the District, other than as set forth herein.

**SECTION 2.2. Representations, Covenants and Warranties of the County.** The County represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence. The County is a County duly organized and existing under the laws of the State of California.

(b) Authorization. The laws of the State of California authorize the County to enter into this Installment Sale Agreement and to enter into the transactions contemplated hereby and thereby, and to carry out its obligations under this Installment Sale Agreement and the Board of Supervisors of the County has duly authorized the execution and delivery of this Installment Sale Agreement.

(c) No Violations. Neither the execution and delivery of this Installment Sale Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the County.

(d) No Assignments. Except as provided herein, the County will not assign this Installment Sale Agreement, its right to receive Installment Payments from the District, or its duties and obligations hereunder to any other person, firm or entity so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

## ARTICLE III

### TERMS OF INSTALLMENT SALE

**SECTION 3.1. Sale.** The County hereby sells the Project to the District, and the District hereby purchases the Project from the County, upon the terms and conditions set forth in this Installment Sale Agreement.

**SECTION 3.2. Deposit of Moneys; Construction and Acquisition of the Project.** [On the Closing Date the County shall deposit the sum of \$[\_\_\_\_\_] to a project fund held by the District (the "Project Fund").][or a project fund held by a trustee] The District shall expend as agent of the County the proceeds in the Project Fund for the purpose of acquiring, constructing and installing the Project. The District shall invest proceeds in the Project Fund in investments authorized by California law [and the District's investment policy]. Any unexpended proceeds in the Project Fund upon the completion of the Project shall be applied by the District towards the payment of Installment Payments.]

The County hereby appoints the District as its agent to carry out all phases of the acquisition, construction and installation of the Project and the District hereby accepts such appointment. The District shall enter into contracts and provide for, as agent for County, the complete acquisition, construction and installation of the Project. The District hereby agrees that it will cause the acquisition, construction and installation of the Project to be diligently performed. It is hereby expressly understood and agreed that the County shall be under no liability of any kind or character whatsoever for the payment of any cost of the Project except for the funds deposited in the Project Fund pursuant to the immediately preceding paragraph and that all such costs and expenses shall be paid by the District, regardless of whether the funds deposited with the District are sufficient to cover all such costs and expenses.

[Furthermore, the County shall cause the costs of issuance to paid as set forth in Exhibit C. ]

**SECTION 3.3. Term.** The Term of this Installment Sale Agreement shall commence on the Closing Date, and shall end on the date on which the District shall have paid all of the Installment Payments and all other amounts due and payable hereunder or provision for such payment shall be made as provided herein.

**SECTION 3.4. Title.** As between the County and the District, title to the Project, and each component thereof, shall be deemed conveyed to and vested in the District upon the acquisition and construction thereof. The County shall, execute deliver and cause to be recorded any and all documents reasonably requested by the District to consummate such transfer of title.

**SECTION 3.5. Disclaimer of Warranties.** THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE PROJECT OR ANY PART THEREOF, OR AS TO THE FITNESS FOR ANY PARTICULAR USE OF THE PROJECT OR ANY PART THEREOF OR AS TO THE FITNESS OF THE PROJECT FOR THE USE CONTEMPLATED BY THE DISTRICT OR

ANY PART THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT THERETO. THE DISTRICT ACKNOWLEDGES THAT THE COUNTY IS NOT A CONTRACTOR OF THE PROJECT, THAT THE DISTRICT PURCHASES THE PROJECT "AS-IS", IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE ACQUISITION, CONSTRUCTION, EXISTENCE, FURNISHING, FUNCTIONING OF THE PROJECT OR THE DISTRICT'S USE OF ANY ITEM OR PRODUCTS OR SERVICES PROVIDED FOR IN THIS AGREEMENT. THE DISTRICT ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE PROJECT FOR ITS INTENDED USE.

### **SECTION 3.6. Installment Payments.**

(a) Obligation to Pay. The District hereby agrees to pay to the County, as the purchase price of the Project hereunder, Installment Payments with principal components aggregating \$[\_\_\_\_\_] and interest components (calculated at the rate of [\_\_\_\_\_] % on the basis of a 360-day year of twelve 30-day months) on the unpaid principal components thereof, payable in the respective amounts and on the respective Installment Payment Dates specified in Exhibit A attached hereto payable in the respective amounts and on the respective Installment Payment Dates specified in Exhibit A attached hereto.

(b) Effect of Prepayment. [In the event that the District prepays the Installment Payments in full pursuant to Article VI, the District's obligations under this Installment Sale Agreement shall thereupon cease and terminate, including but not limited to the District's obligation to pay Installment Payments under this Section 3.6; subject however, to the provisions of Section 6.1 in the case of prepayment by application of a security deposit. In the event that the District prepays the Installment Sale in part but not in whole pursuant to Section 6.3, the principal components of the remaining Installment Payments shall be reduced so as to produce equal Installment Payments over the remaining Term of this Installment Sale Agreement.]

(c) Rate on Overdue Payments. [In the event the District should fail to make any of the payments required in this Section 3.6, the payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid, and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate of [six percent (6%)] per annum].

### **SECTION 3.7. Nature of District's Obligations.**

(a) Unsecured Obligation. The obligation of the District to make Installment Payments and all other obligations of the District are unsecured obligations. The obligations of the District to make the Installment Payments and to perform and observe the other agreements on its part contained in this Installment Sale Agreement shall be absolute and unconditional obligations of the District and are not subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the District or the County of any obligation to the

District or otherwise with respect to the Project, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the District by the County. Until such time as all of the Installment Payments have been fully paid or prepaid, the District:

(i) will not suspend or discontinue payment of any Installment Payments,

(ii) will perform and observe all other agreements contained in this Installment Sale Agreement, and

(iii) will not terminate this Installment Sale Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, sale of the Project, the taking by eminent domain of title to or temporary use of any component of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the County to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement.

(b) Protection of Rights. If the County fails to perform any such agreements on its part, the District may institute such action against the County as the District deems necessary to compel performance so long as such action does not abrogate the obligations of the District contained in the preceding subsection (a). The District may, however, at the District's own cost and expense and in the District's own name or in the name of the County prosecute or defend any action or proceeding or take any other action involving third persons which the District deems reasonably necessary in order to secure or protect the District's rights hereunder, and in such event the County will cooperate fully with the District and take such action necessary to effect the substitution of the District for the County in such action or proceeding if the District shall so request.

## ARTICLE IV

### COVENANTS OF THE DISTRICT

**SECTION 4.1. Release and Indemnification Covenants.** The District shall indemnify the County and its officers, agents, successors and assigns and hold them harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of the following:

(a) the use, maintenance, condition or management of, or from any work or thing done on or about the Project by the District,

(b) any breach or default on the part of the District in the performance of any of its obligations under this Installment Sale Agreement,

(c) any intentional misconduct or negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Project, and

(d) any intentional misconduct or negligence of any lessee of the District with respect to the Project.

No indemnification is made under this Section 4.1 or elsewhere in this Installment Sale Agreement for willful misconduct, gross negligence, or breach of duty under this Installment Sale Agreement by the County, its officers, agents, employees, successors or assigns.

**SECTION 4.2. Sale or Eminent Domain of Project.** Except as provided herein, the District covenants that the Project will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the District to pay the Installment Payments or the principal of or interest on would materially adversely affect its ability to comply with the terms of this Installment Sale Agreement. The District shall not enter into any agreement which impairs the operation of the Project or which otherwise would impair the rights of the County. If any substantial part of the Project is sold, the payment therefor must either (a) be used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied to prepay or redeem the Installment Payments, on a pro rata basis, in the manner provided herein.

Any amounts received as awards as a result of the taking of all or any part of the Project by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the District, shall either (a) be used for the acquisition or construction of improvements and extension or replacement facilities of the Project, or (b) be applied to prepay or redeem the Installment Payments, on a pro rata basis, in the manner provided herein.

**SECTION 4.3. Insurance.** The District shall at all times maintain with responsible insurers all such insurance on the Project as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Project. All amounts collected from insurance against accident to or destruction of any portion of the Project shall be used to repair or rebuild such damaged or destroyed portion of the Project or if determined not to repair or rebuild such portion and in any event to the extent not so applied, must either (a) be used for the acquisition or construction or improvements and extensions or replacement facilities or (b) be applied to prepay or redeem the Installment Payments, on a pro rata basis, in the manner provided in this Installment Sale Agreement. The District shall also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the District and the County. Any insurance required to be maintained may be maintained by the District in the form of self-insurance or in the form of participation by the District in a program of pooled insurance.

**SECTION 4.4. Issuance of Additional Indebtedness.** Except for obligations incurred to prepay or post a security deposit for the Installment Sale in whole, the District may not issue or incur any Additional Indebtedness unless:

(a) The District is not then in default under the terms of this Installment Sale Agreement; and

(b) The District receives the County's prior written consent [ or the additional indebtedness does not exceed \$10,000,000].

**SECTION 4.5. Assignment by the County.** The County's rights under this Installment Sale Agreement, including the right to receive and enforce payment of the Installment Payments to be made by the District under this Installment Sale Agreement may be assigned.

**SECTION 4.6. Assignment by the District.** This Installment Sale Agreement may not be assigned by the District, other than to a public agency which shall succeed to the interests of the District in and to the Project and which (by operation of law, by contract or otherwise) becomes legally bound to all of the terms and provisions hereof.

**SECTION 4.7. Amendment of this Installment Sale Agreement.** This Installment Sale Agreement may be amended by the District and the County.

**SECTION 4.8. Tax Covenants.**

(a) [The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes nor shall the District take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Revenue Bonds to become includable in gross income for federal income tax purposes.

(b) The District shall assure that the proceeds of the Installment Sale are not so used as to cause the Installment Sale to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Installment Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Installment Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) The District hereby designates this Installment Sale Agreement for purposes of paragraph (3) of Section 265(b) of the Tax Code and represents that not more than \$[\_\_\_\_\_] aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding private activity bonds, as defined in Section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Tax Code), including this Installment Sale Agreement, has been or will be issued by the District.

(f) The District shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Installment Sale.]

**SECTION 4.9. Pledge of Revenues.** All Revenues are hereby irrevocably pledged to the payment of the Installment Payments as provided herein. This pledge shall constitute a first pledge and lien on Revenues.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 5.1. Events of Default Defined.** The following shall be Events of Default under this Installment Sale Agreement.

(a) Failure by the District to pay the County any Installment Payment or to pay other amounts required to be paid hereunder within fifteen (15) days of the time specified herein, and such failure is not cured within ten (10) days after written notice thereof by the County.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder other than as referred to in the preceding clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the County *provided, however*, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such thirty (30) day period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within such thirty (30) day period and diligently pursued until the default is corrected.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as bankrupt, or assignment by the District for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

**SECTION 5.2. Remedies on Default.** Whenever any Event of Default shall have happened and be continuing, the County shall have the rights, at its option and without any further demand or notice to:

(a) declare all principal components of the unpaid Installment Payments, together with all accrued and unpaid interest components of the Installment Payments from the immediately preceding Installment Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall immediately become due and payable; and,

(b) take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due or thereafter to become due during the Term of this Installment Sale Agreement, or enforce performance and observance of any obligation, agreement or covenant of the District under this Installment Sale Agreement.

The provisions of the preceding clause (a) are subject to the condition that if, at any time after the principal components of the unpaid Installment Payments shall have been so declared due and payable pursuant to the preceding clause (a), and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the District shall deposit with the County a sum sufficient to pay all principal components of the Installment Payments coming due prior to such declaration and all matured interest components (if any) of the Installment Payments, with interest on such overdue principal and interest components calculated at the rate set forth in Section 3.4(c) and the reasonable expenses of the County (including any fees and expenses of its attorneys), and any and all other defaults known to the County (other than in the payment of the principal and interest components of the Installment Payments due and payable solely by reason of such declaration) shall have been made good, then, and in every such case, the County may, by written notice to the District rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

**SECTION 5.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Article V it shall not be necessary to give any notice, other than such notice as may be required in this Article V or by law.

**SECTION 5.4. Agreement to Pay Attorneys' Fees and Expenses.** In the event either party of this Installment Sale Agreement should default under any of the provisions hereof and the prevailing party should employ attorneys (including in-house counsel) or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the prevailing party the reasonable fees of such attorneys (including the allocable cost of in-house counsel) and such other expenses so incurred by the prevailing party.

**SECTION 5.5. No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE VI

### PREPAYMENT OF INSTALLMENT PAYMENTS

**SECTION 6.1. [Security Deposit.** Notwithstanding any other provision of this Installment Sale Agreement, the District may on any date secure the payment of Installment Payments, in whole, by irrevocably depositing with a fiduciary an amount of cash which, together with other available amounts, is either (a) sufficient to pay all such Installment Payments, including the principal and interest components thereof, when due or (b) invested in whole or in part in Federal Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay all such Installment Payments when due or when due on any optional prepayment date pursuant to Section 6.2, as the District shall instruct at the time of said deposit. In the event of a security deposit pursuant to this Section for the payment of all remaining Installment Payments, all obligations of the District under this Installment Sale Agreement shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, all of Installment Payments from such security deposit. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of such Installment Payments in accordance with the provisions of this Installment Sale Agreement.

**SECTION 6.2. Optional Prepayment.** The District shall have the option to prepay the principal components of the Installment Payments in whole, on any Installment Payment Date, commencing on the [\_\_\_\_\_] Installment Payment Date, by paying the Installment Payment required to be paid on such date plus a prepayment price equal to the principal amount of the Installment Payments to be prepaid, without premium. The District shall give the County written notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise.][discuss partial prepayment and refunding of the LRB]

**SECTION 6.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.** The District shall prepay the unpaid principal components of the Installment Payments in whole on any date or in part, on any Installment Payment Date, from and to the extent the District determines to apply any Net Proceeds of insurance award or condemnation award with respect to the Project for such purpose pursuant to Sections 4.2 or 4.3 at a price equal to the principal components of the Installment Payments to be prepaid. The District and the County hereby agree that such proceeds, to the extent remaining after payment of any delinquent Installment Payments, shall be credited towards the District's obligations under this Section 6.3.

## ARTICLE VII

### MISCELLANEOUS

**SECTION 7.1. Notices.** All written notices to be given under this Installment Sale Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopier or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopier or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The

County or the District may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District:                   Contra Costa Fire Protection District  
4005 Port Chicago Highway, Suite 250  
Concord, California  
Attention: [\_\_\_\_\_]

If to the County:                   County of Contra Costa  
c/o Clerk of the Board of Supervisors  
County of Contra Costa  
County Administration Building  
1025 Escobar Street  
Martinez, California 94553

**SECTION 7.2. Binding Effect.** This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the County and the District and their respective successors and assigns.

**SECTION 7.3. Severability.** In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 7.4. Net-net-net Contract.** This Installment Sale Agreement shall be deemed and construed to be a “net-net-net” contract, and the District hereby agrees that the Installment Payments shall be an absolute net return to the County, free and clear of any expenses, charges or set-offs whatsoever.

**SECTION 7.5. Further Assurances and Corrective Instruments.** The County and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Installment Sale Agreement.

**SECTION 7.6. Execution in Counterparts.** This Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 7.7. Applicable Law.** This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State of California.

**SECTION 7.8. Captions.** The captions or headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Installment Sale Agreement.

IN WITNESS WHEREOF, the County has caused this Installment Sale Agreement to be executed in its corporate name by its duly authorized officer, and the District has caused this

Installment Sale Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
President of the Board

Attest:

\_\_\_\_\_  
Secretary of the Board

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_  
John M. Gioia  
Chair of the Board of Supervisors

**EXHIBIT A**  
**SCHEDULE OF INSTALLMENT PAYMENTS**

PMT #	Due Date	Installment Payment	To Principal	To Interest
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**EXHIBIT B**  
**DESCRIPTION OF THE PROJECT**

The project consists of

**EXHIBIT C**  
**COSTS OF ISSUANCE**

<b>Cost of Issuance</b>	<b>Amount</b>
<hr/>	
 <hr/>	
 <hr/> <hr/>	

**EXHIBIT D**  
**CLOSING WIRE CONFIRMATION**